



# Independent Marketing Executive Application and Agreement

## Terms and Conditions

(please read carefully)

### Terms used but not defined herein shall have the meanings as described in Melaleuca's Definitions of Terms.

1. I am competent and of legal age to enter into binding contracts in the Republic of Singapore.
2. I understand that as a Marketing Executive, I am an independent contractor, and not an agent, employee, legal representative, partner or franchisee of Melaleuca. I further understand and agree that I will not be treated as an employee for tax purposes, nor for purposes of the Employment Act (Chapter 91), Employment (Part-Time Employees) Regulations 1996, Central Provident Fund Act (Chapter 36), or the Workmen's Compensation Act, or the Singapore Labor laws applicable to employees. I agree to pay all applicable income taxes, self-employment taxes, Goods and Services Tax (GST), and/or local license fees that may become due as a result of my activities under this Agreement.
3. I understand that the acceptance of this Agreement by Melaleuca shall not be construed to constitute the parties hereto as partners as in any relationship of a joint venture. I understand that I shall not be construed as an employee, agent, franchisee or legal representative of the Company for any purpose whatsoever.
4. I understand that my success as a Marketing Executive is dependent upon my own efforts and skills. I do not anticipate receiving income as a result of the efforts of any individual or entity other than myself.
5. I understand that products representing at least 70% of my monthly Organization Product Points must be purchased by End Consumers each month. I will not purchase any product from Melaleuca solely for the purpose of qualifying for commissions or bonuses.
6. As a Marketing Executive, I will be entitled to purchase products or permit others to purchase products using my account number at the regular price. If I am enrolled as a Preferred Customer, I will be entitled to purchase products at the Preferred Customer price, but others who purchase products using my account number must still pay the regular price.
7. If I fail to pay for products or services on or before the due date, Melaleuca is authorised to withhold the appropriate amounts from my commission and bonus cheques or withdraw/deduct the appropriate amounts from my credit card/bank GIRO accounts, if any, which I have authorised Melaleuca to charge.
8. Melaleuca will not be responsible for the loss of any commissions and bonuses or other payments because of errors or delays in receiving agreements, orders, changes or other necessary information.
9. I have carefully reviewed the Melaleuca Compensation Plan and Statement of Policies and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by Melaleuca at its sole discretion.
10. Upon notification to its Marketing Executives in an official publication of Melaleuca or in a written document from Melaleuca sent to me in my product order or by some other means authorised by Melaleuca, Melaleuca may, at its discretion, unilaterally and prospectively amend this Agreement, the Melaleuca Compensation Plan, the Statement of Policies, the terms of the Customer Membership Agreement, and any other agreements, policies, guidelines, programs and offers with or from Melaleuca (collectively referred to herein as the "Melaleuca Agreements"). I agree to abide by any and all such amendments and that my only remedy for not accepting any such amendments is to immediately terminate this Agreement. The continuation of my Melaleuca business or my acceptance of commission and/or bonus cheques or other payments from Melaleuca constitutes my acceptance of any such amendments.
11. My violation of any of the terms of the Melaleuca Agreements or of any law in the course of my business activities may result, at Melaleuca's discretion, in forfeiture of commission and bonus cheques or other payments from Melaleuca on all or part of my Marketing Organization, cancellation of this Agreement, or other corrective action as specified in the Statement of Policies. If this Agreement is cancelled or terminated at any time for any reason I understand that I will permanently lose all rights as an Independent Marketing Executive, and I agree to waive all rights and claims to my Marketing Organization and to all commissions and bonuses.

12. The Melaleuca Agreements, as amended from time to time by Melaleuca, constitute the entire agreement between Melaleuca and me and no other prior or future promises, representations, guarantees or agreements of any kind will be valid unless in a writing signed by Melaleuca or contained in an officially authorised publication of Melaleuca. In no event shall any other agreement or publication, or any notices, correspondence, course of dealing, or other communication or lack of communication by Melaleuca be interpreted to amend, modify or waive any provision of the Melaleuca Agreements and I agree that I may not rely on such other communications for that purpose. Nothing herein will in any way limit Melaleuca's ability to unilaterally amend or modify the Melaleuca Agreements.

13. To the extent any provision of the Melaleuca Agreements is, or is found to be, invalid or unenforceable under, or in violation of, applicable law, such provision will be deemed ineffective only to the extent of such invalidity, unenforceability or violation and will not invalidate or render unenforceable any other provision of the Melaleuca Agreements.

14. The term of this Agreement is one year. This Agreement will be automatically renewed annually on each anniversary date of the date hereof, unless otherwise cancelled. This Agreement shall not be deemed accepted by Melaleuca until Melaleuca has received the signed original of this Agreement. I have at least one Customer in my Marketing Organization, and I have received my first commission cheque.

15. This Agreement, and any issue, matter or dispute arising in connection with this Agreement, shall be governed by the laws of the Republic of Singapore. Any dispute arising out of or in connection with this contract, including any questions regarding its existence, validity or termination, if not resolved by mutual agreement, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of 1 (one) arbitrator to be appointed by the Chairman of the SIAC if parties are unable to mutually agree on the appointment of arbitrators. To the extent permitted by law, the prevailing party in any proceeding (whether in arbitration or court proceedings or otherwise) shall be entitled to an award of legal fees and costs on an indemnity basis.

16. In entering into this Agreement, the parties agree to regulate their business relationship pursuant to the terms and conditions of this Agreement and all the other Melaleuca Agreements which shall apply to the exclusion of all other terms and conditions including any terms and conditions which I may purport to apply under any documents save to the extent that any amendment to or variation of the terms and conditions is expressly accepted by Melaleuca in writing. In the event this Agreement is amended or varied in any way without the consent in writing of Melaleuca, the amended Agreement will not be deemed accepted by Melaleuca regardless of passage of time or payment of commissions by Melaleuca. If this Agreement is amended or varied in any way without the consent in writing of Melaleuca, Melaleuca may, in its sole discretion, deem this Agreement to be void *ab initio* and require that I repay all commissions and bonuses paid to me.

17. I consent to Melaleuca sending me email messages or faxes or contacting me by telephone about matters that Melaleuca considers pertinent to my business. I agree that my receipt of any telephone, email, or other contacts by Melaleuca Independent Marketing Executives shall not be deemed a violation by Melaleuca of any telephone solicitation, no-call, anti-spam, consumer protection or similar laws.

18. I consent to Melaleuca's publishing in any of its official material, whether print, audio or video, my name, photograph, city and state of residence, the amount of commissions, bonuses, awards, prizes, and recognition paid to me, and other information that Melaleuca customarily publishes about Independent Marketing Executives.

19. I may not assign my rights or delegate my duties under this Agreement to any person or entity without the express written consent of Melaleuca.

20. I agree to hold harmless, indemnify, and release Melaleuca, its shareholders, officers, directors, employees and agents from and against, and I hereby waive (a) any claims or liability arising from or relating to the operation or promotion of my Melaleuca business, and (b) any claims I may have for consequential, special or exemplary damages against Melaleuca for any reason whatsoever.

I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY LEGAL COUNSEL OF MY CHOICE.

Please mail the completed application together with a photocopy of your identity card (front and back) and a photocopy of your bank book to :

Melaleuca Southeast Asia (Singapore) Pte Ltd  
10 Eunos Road 8, #14-03  
Singapore Post Centre, Singapore 408600

### Cancellation Rights

I may cancel this Agreement for any reason at any time by giving written notice to Melaleuca bearing my original signature, printed name, address, and Customer Number. Written cancellations received by Melaleuca on or before the 25th of the month will be effective the month received, written cancellations received by Melaleuca after the 25th of the month will be effective the following month. Cancellation notices must be mailed to: Melaleuca Southeast Asia (Singapore) Pte Ltd, 10 Eunos Road 8, #14-03, Singapore Post Centre, Singapore 408600.